

REAL ESTATE COMMISSION  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES  
STATE OF HAWAII  
1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

FINAL  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT

ON

LA CASA  
2092 Kuhio Avenue  
Honolulu, Hawaii  
REGISTRATION NO. 867

**IMPORTANT — Read This Report Before Buying**

**This Report Is Not an Approval or Disapproval of This Condominium Project**

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: September 14, 1976  
Expires: October 14, 1977

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 20, 1976, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF SEPTEMBER 3, 1976. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL,

IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514, HAWAII REVISED STATUTES.

1. LA CASA is a proposed leasehold condominium Project consisting of a twenty-three (23) story building, having one hundred two (102) apartments and one hundred twenty-eight (128) parking spaces.
2. The Developer has complied with Section 514-15, Hawaii Revised Statutes, and has fulfilled the requirements for the issuance of this Final Public Report prior to completion of construction.
3. The Developer of the Project has submitted to the Commission for examination all documents and exhibits deemed necessary for the registration of the condominium Project, and has fulfilled all requirements for the issuance of this Final Public Report.
4. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached, and a copy of the approved Condominium Map) have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

The Declaration of Horizontal Property Regime dated July 14, 1976, together with the By-Laws of the Association of Apartment Owners attached, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 776753. The Assistant Registrar of the Land Court of the State of Hawaii has designated Condominium Map No. 286 to the Project.

5. Advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the condominium rules and regulations promulgated hereunder which relate to Horizontal Property Regimes.
7. This Final Public Report is made a part of the registration of the LA CASA condominium Project. The Developer is held responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the receipt of the Final Horizontal Property Regime Public Report from each is also the responsibility of the Developer.
8. This Final Public Report automatically expires thirteen (13) months after the date of issuance,

September 14, 1976, unless a Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: LA CASA

LOCATION: The land submitted to the Horizontal Property Regime, approximately 15,000 square feet, is situated at 2092 Kuhio Avenue, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION: 2-6-16-09

ZONING: H-2 HOTEL DISTRICT

DEVELOPER: KUHIO EAST JOINT VENTURE, consisting of CLARENCE OSAMU FURUYA, whose address is 2875 South King Street, Honolulu, Hawaii, and STANLEY TAKASHI HIMENO, whose address is 3149 Nimitz Highway, Honolulu, Hawaii.

ATTORNEY REPRESENTING DEVELOPER: DAMON, SHIGEKANE, KEY & CHAR, 810 Richards Street, Honolulu, Hawaii 96813 (Attention: Denis C. H. Leong or Vernon F. L. Char). Telephone No. 531-8031.

DESCRIPTION OF THE PROJECT: The Declaration of Horizontal Property Regime and the Condominium Map describe the Project as follows:

1. General Description of Building. The Project shall consist of a building twenty-three (23) stories, with no basements, the first six (6) levels consisting of parking, containing one hundred twenty-eight (128) regular and compact parking spaces and the next seventeen (17) stories consisting of one hundred two (102) apartments and a penthouse roof and recreation deck. The building will be constructed primarily of reinforced concrete, concrete block, steel, glass, and aluminum.

a. Parking Levels. The first six (6) levels of the bBuilding will contain parking spaces and other facilities as follows:

1) Ground Floor. The Ground Floor will contain thirteen (13) regular and eight (8) compact parking spaces. It will also contain an entry, loading area, trash compactor and container, mail boxes and a storage room.

2) 2nd Parking Level through 5th Parking Level. The 2nd Parking Level through the 5th Parking Level will each contain seventeen (17) regular and four (4) compact parking spaces.

3) 6th Parking Level. The 6th Parking Level will contain seventeen (17) regular and six (6)

compact parking spaces.

The parking space numbers and locations are identified as follows:

The spaces located on the Ground Floor are numbered 1 through C-21, inclusive;

The spaces located on the 2nd Parking Level are numbered 22 through 42, inclusive;

The spaces located on the 3rd Parking Level are numbered 43 through 63, inclusive;

The spaces located on the 4th Parking Level are numbered 64 through 84, inclusive;

The spaces located on the 5th Parking Level are numbered 85 through 105, inclusive; and

The spaces located on the 6th Parking Level are numbered 106 through C-128, inclusive, as shown on the Condominium Map.

Thirty (30) compact parking spaces are designated on said Condominium Map by the letter "C" followed by the number of the space.

b. Floors of Apartments. The one hundred two (102) apartment units, herein called "apartments", are situated in the next seventeen (17) floors. These seventeen (17) floors containing apartments are labeled the 7th through 24th floors on the Condominium Map. In numbering apartment floors, the 13th floor designation is omitted. The apartments are serviced by two (2) passenger elevators.

c. Trash Chutes. There will be a common trash chute servicing all apartment floors.

d. Penthouse Roof and Recreation Deck. The Penthouse Roof and Recreation Deck of the building shall provide a recreational area and storage room area with related facilities and other support facilities. The recreational area will have two (2) saunas, rest rooms, showers, lockers, barbeque areas and one (1) therapeutic spa. The stairways extend to serve this level.

2. Description of Apartments. Each apartment shall constitute an apartment as defined and used in Chapter 514, Hawaii Revised Statutes, and shall be a separate freehold estate. Each apartment shall consist of the space within the perimeter walls, floors, and ceilings, and all glass windows and glass doors of each apartment. The apartments are described more particularly hereinbelow, and on said Condominium Map. Each floor of apartments will contain six (6) apartments, numbered 01 through 06 in ascending

order Makai to Mauka, preceded by the number of each apartment floor. Type A apartment numbers shall end with "01"; Type B apartment numbers shall end with "02", "03", "04" and "05"; and Type C apartment numbers shall end with "06".

There are three (3) basic types of apartments as follows:

a. Typical Studio End Apartment - Type

A. There is one (1) typical studio end apartment (identified as Type A) located at the Makai end of each apartment floor. Each Type A apartment consists of an entry area, living-dining-sleeping room, kitchen, bathroom and wardrobe area, and contains a gross floor area of approximately 532 square feet, including the lanai.

b. Typical Interior One Bedroom Apartment -

Type B. There are four (4) typical interior one bedroom apartments (identified as Type B) located between the end apartments on each apartment floor. Each Type B apartment consists of an entry area, living-dining room, kitchen, one bedroom and bathroom, and contains a gross floor area of approximately 663 square feet, including the lanai.

c. Typical End One Bedroom Apartment -

Type C. There is one (1) typical end one bedroom apartment (identified as Type C) at the Mauka end of each apartment floor. Each Type C apartment consists of an entry area, living-dining room, kitchen, one bedroom and bathroom, and contains a gross floor area of approximately 621 square feet, including the lanai.

As shown on the Condominium Map, of the one hundred two (102) apartments contained in the building, seventeen (17) are Type A apartments, sixty-eight (68) are Type B apartments, and seventeen (17) are Type C apartments.

Each apartment has immediate access to an exterior balcony walkway which leads to two (2) common stairways and to the two (2) elevators, all of which lead to the ground floor entry connecting the building to the street. Each apartment shall be deemed to include all walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, doors, windows, floors, and ceilings, and all fixtures originally installed therein for its exclusive use and the lanai shown on the Condominium Map as adjoining the apartment. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, or interior load-bearing walls, the floors and ceilings surrounding each apartment, or any pipes, wires, conduits, or other utility or service lines running through such apartment, which are utilized for or serve any other apartment or common element, the same being deemed common elements as hereinafter provided.

COMMON ELEMENTS: The Declaration states that one freehold interest is designated in all remaining portions and

appurtenances of the Project, herein called the "common elements", including specifically but not necessarily limited to:

1. Said land in fee simple.
2. All foundations, floor slabs, columns, girders, beams, supports, main walls, bearing walls (except the inner decorated surfaces within each apartment), roofs, lobbies, elevators, fire escapes, stairways, walkways, entrances and exits of the building.
3. All planted areas and grounds and recreational areas, including without limitation the rooftop storage area, saunas, rest rooms, showers, lockers, barbeque areas, recreational deck and the therapeutic spa.
4. All electrical equipment, power, light, water, wiring, pipes, conduits, ducts, vents and other service and utility lines and similar equipment and systems which are utilized for or serve more than one apartment, and central and appurtenant transmission facilities and installations over, under, through, and across the Project for common services such as power, light, water, gas, sewer, telephone, trash disposal and radio and television signal distribution, and in general all apparatus and installations existing for common use.
5. All machine rooms, electrical rooms, storage rooms, service rooms, electric meter rooms, common refuse compactor equipment, container and chute, and mail boxes.
6. All loading areas, driveways and parking areas and spaces.
7. The exterior surface of the main entrance door of each apartment.
8. Any and all apparatus and installations for common use, and all other parts of the Project necessary or convenient to its existence, maintenance, safety or normally in common use.

LIMITED COMMON ELEMENTS: The Declaration states that certain parts of the common elements, hereinafter called and designated "limited common elements", are thereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

1. Each apartment shall have appurtenant to it, for its exclusive use, the parking space(s) assigned and shown on Exhibit "B" of the Declaration. Each apartment shall have at least one parking space, either a regular or compact space(s), appurtenant to it at all times. The

remaining ten (10) parking spaces not assigned to apartments shall remain as part of the common elements to be used as parking spaces in such manner and for such purposes as the Board of Directors may determine.

NOTE: Notwithstanding the foregoing, Apartment Owners shall have the right, with the consent of the mortgagees of each apartment directly affected and subject to all applicable statutes, ordinances and rules and regulations of governmental agencies, to change the designation of the parking spaces which are appurtenant to their respective apartments solely by an amendment to the Declaration, such amendment to be executed solely by the respective Apartment Owners of such affected apartments; provided (1) that such amendment shall expressly identify the apartment to which the parking space is appurtenant, as well as the apartment to which the parking space will become appurtenant; (2) that such amendment shall be effective only upon the filing of the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii; (3) that at all times at least one parking space shall be appurtenant to each apartment in the Project; and (4) that a copy of said amendment, together with the recording data, shall be given to the Association by the affected Apartment Owners within fifteen (15) days of the filing thereof.

2. All common elements of the Project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration states that each apartment shall have appurtenant thereto a percentage of undivided interest in the common elements of the Project (herein called "common interest") and the same proportionate share for all other purposes including, without limitation, voting as follows:

		<u>Number of Apartments</u>	<u>Totals</u>
Type A	0.818%	17	13.906%
Type B (7th through 23rd floors)	1.025%	64	65.600%
Type B (24th floor)	1.035%	4	4.140%
Type C	0.962%	17	16.354%
		<u>102</u>	<u>100.000%</u>

Each purchaser shall receive an Apartment Deed from the Developer for the apartment and the undivided interest in the common elements (excluding any interest in the land) shown above and established by the Declaration of Horizontal Property Regime, and each purchaser shall also receive a Ground Lease which will expire on the last day of February, 2037, from the owner of the fee simple land for an undivided leasehold interest in the land equal to the undivided interest in the common elements attributable

to the apartment. Ownership of the apartment (and interest in the common elements) and the Ground Lease can never be separated.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration states that the apartments shall be occupied and used as living accommodations for permanent or transitory use and may be leased or rented from time to time for transient occupancy by the respective owners thereof, their tenants, families, domestic servants, and social guests, subject to such limitations, restrictions, covenants and conditions contained in the Declaration or the By-Laws, or the House Rules which may be adopted from time to time, governing the use of apartments. The maximum number of individuals permitted to reside in or occupy any apartment shall be limited as follows: Studio, three (3) individuals; One Bedroom apartments, four (4) individuals. No owner of an apartment may do or suffer or permit to be done anything which would (a) impair the soundness or safety of his apartment, the building, the project, or any part thereof; (b) interfere with, be noxious or offensive, or unreasonably disturb the rights of other owners or occupants or the use of other apartments; (c) obstruct any stairway or corridor in the building; or (d) increase the rate or result in the cancellation of insurance available to the building and project and contents therein.

OWNERSHIP OF TITLE: Developer has filed a Preliminary Report dated August 11, 1976, prepared by Title Guaranty of Hawaii, which reveals that the fee simple title to the land is vested in CLARENCE OSAMU FURUYA, husband of Lona Lum Furuya.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated August 11, 1976, shows that the encumbrances are as follows:

1. Easement (10 feet wide) for utility purposes located over and across the Northwesterly portion of Lot 195 as shown on Maps 54 and 70, as set forth by Land Court Order No. 28293, filed March 28, 1968.
2. The reservations and covenants as contained in Deed made by the City and County of Honolulu to Clarence Osamu Furuya, husband of Lona Lum Furuya, dated July 18, 1973, and filed as Land Court Document No. 642096.
3. The reservations and covenants as contained in Deed made by the City and County of Honolulu, a municipal corporation of the State of Hawaii, to Clarence Osamu Furuya, husband of Lona Lum Furuya, dated July 16, 1975, and filed as Document No. 729220.
4. That certain Ground Lease made by Clarence Osamu Furuya, husband of Lona Lum Furuya, as Lessor, to Kuhio East Joint Venture, a Hawaii registered joint venture, as Lessee, dated March 1, 1975, and filed as Land Court Document No. 718685.

5. That certain Mortgage and Security Agreement made by Clarence Osamu Furuya, husband of Lona Lum Furuya, and Kuhio East Joint Venture, a Hawaii Registered joint venture, as Mortgagor, and City Bank, a Hawaii corporation, as Mortgagee, dated April 24, 1975, and filed as Land Court Document No. 718687.

6. Real Property taxes, if any, that may be due and owing.

7. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions and other provisions set forth in Declaration of Horizontal Property Regime dated July 14, 1976 and filed as Land Court Document No. 776753 and the By-Laws attached thereto as the same are or may hereafter be amended.

PURCHASE MONEY HANDLING: An executed copy of the Escrow Agreement dated July 14, 1976, by and between QUEEN ESCROWS CORP., as Escrow, and the Developer has been submitted to the Commission as a part of this registration. On examination, the Escrow Agreement and Sales Contract, also submitted to the Commission as a part of this registration, are found to be in compliance with Chapter 514, Hawaii Revised Statutes, particularly with Section 514-36 through Section 514-39.

The specimen Sales Contract provides, in part, (1) that the Developer may cancel the Sales Contract if less than 52 apartments are sold prior to March 1, 1977; (2) that if Seller does not complete the construction of the Project within two (2) years from the date of the first sale of an apartment in the Project, Buyer shall have the right to terminate the Sales Contract and Seller will return all of Buyer's funds without interest, and upon termination both parties shall be released from the obligations of the Sales Contract; (3) that Developer intends to borrow money from an interim lender(s) for the development of the project and said mortgagee(s) will have a lien securing the note evidencing the indebtedness incurred for the development of the Project. The mortgage(s) and note(s) secured thereby, and any renewals, additions to or extensions of said mortgage(s) and note(s), shall be and remain at all times a lien or charge upon the Project and superior to any and all liens or charges on the Project arising from purchase agreements for apartments.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and Escrow Agreement. The Escrow Agreement establishes how the proceeds and the sale of the apartment and all sums from any source are placed in escrow, as well as the retention, disbursement and refund of said escrow funds.

MANAGEMENT AND OPERATION: The Declaration and By-Laws, which are incorporated within the Declaration, provide that the administration of the Project shall be vested

in the Association of Apartment Owners. The operation of the Project may be conducted for the Association by a responsible corporate managing agent who shall be appointed by the Association in accordance with the By-Laws; provided, however, Developer has reserved the right to designate the managing agent(s) for the initial two (2) year period, subject to certain conditions provided in the Declaration and By-Laws.

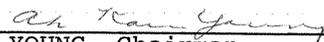
STATUS OF PROJECT: The Developer advises that construction has commenced and the Project should be completed by October 15, 1976. Construction may be financed by purchasers' money from escrow, as well as construction loan money to be obtained by Developer.

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The purchaser or prospective purchaser should be cognizant of the fact that this Final Public Report represents information disclosed by the Developer in the required Notice of Intention submitted on July 20, 1976, and additional information subsequently filed as of September 14, 1976.

THIS FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of registration No. 867, filed with the Commission on July 20, 1976.

This report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.

  
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AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:  
DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, CITY AND COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 867

September 14, 1976